

US DISTRICT COURT INDEX SHEET



ANDREW & WILLIAMSON

FERRO

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3:98-CV-666

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CMP.

LAW OFFICES OF MORGAN J.C. SCUDI
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Attorneys for Plaintiff, A&W SALES COMPANY, INC.

FILED

APR 7 1998

U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

UNITED STATES DISTRICT COURT

IN AND FOR THE SOUTHERN DISTRICT OF CALIFORNIA

ANDREW & WILLIAMSON SALES
COMPANY, INC., a California Corporation,

Plaintiff,

v.

ADOLPH J. FERRO, an individual,
MATTHEW KRAMER, an individual,
GILBERT N. MILLER, an individual, LOIS O.
ROSENBAUM, an individual, and STOEL
RIVES, LLP, an Oregon limited liability
partnership,

Defendants.

CASE '98 CV 0666 K (CGA)

COMPLAINT

DEMAND FOR TRIAL BY JURY

NOW COMES, ANDREW & WILLIAMSON SALES COMPANY, INC. ("A&W"), by and through its attorney, Morgan J.C. Scudi, and for its Complaint against ADOLPH J. FERRO ("FERRO"), MATTHEW KRAMER ("KRAMER"), GILBERT N. MILLER ("MILLER"), LOIS O. ROSENBAUM ("ROSENBAUM") and STOEL RIVES LLP ("STOEL RIVES"), states the following:

GENERAL ALLEGATIONS OF JURISDICTION AND VENUE

1. Plaintiff, A&W is, and at all times relevant to this action, was a California corporation with its principal office located in San Diego, California.
2. Defendants FERRO, KRAMER AND MILLER are former Directors of A&W, and are individuals currently living in the State of Oregon.

1 3. Defendant ROSENBAUM is, upon information and belief, a partner in the law firm
2 of STOEL RIVES, is a former counsel to A&W and a resident of Oregon.

3 4. Defendant, STOEL RIVES is, upon information and belief, an Oregon limited
4 liability law partnership which acted as counsel in California for A&W.

5 5. Jurisdiction is based upon 28 USC §1332, diversity of citizenship between Plaintiff
6 and Defendants, who are citizens of different states, and the matter in controversy exceeds \$5.7
7 million, exclusive of interest and costs.

8 6. Venue is proper based upon 28 USC §1391(a)2 in that a substantial part of the
9 events and omissions giving rise to the claims herein occurred in this judicial district.

10 7. A&W has been in business in San Diego producing and distributing fruits and
11 vegetables since 1986. It was founded by Fred W. Andrew and Fred L. Williamson. By 1996, the
12 shares of A&W were controlled, 50% by the Andrew family (40% by Fred W. Andrew, and 10% by
13 his son, Keith Andrew) and 50% by the Williamson family (40% by Fred L. Williamson, and 10%
14 by his son, Fred M. Williamson).

15
16 **GENERAL ALLEGATIONS RELATED TO ALL CAUSES OF ACTION**

17 8. A&W has been in business in San Diego producing and distributing fruits and
18 vegetables since 1986 when it was founded by Fred W. Andrew and Fred L. Williamson.

19 9. On or about December 12, 1996, Epitope, Inc. acquired the shares held by the
20 Andrew family and Williamson family and expanded the Board of Directors of A&W from two,
21 consisting of Fred W. Andrew and Fred L. Williamson, to six by adding Ferro, Kramer, Miller and
22 Richard K. Bestwick.

23 10. Upon information and belief, Ferro was an officer and director of Epitope, Inc., and
24 Miller, Kramer and Richard K. Bestwick were officers of Epitope, Inc. at all times while they served
25 on the Board of Directors of A&W.

26 11. In February of 1997, the Board of Directors and/or business policy committee of
27 Epitope, Inc. met and informed Fred L. Williamson, President and Chief Executive officer of A&W
28 and Director of A&W, that Epitope, Inc. would not honor its financial promises to A&W.

1 12. Upon information and belief, Eptope Inc. was at all times relevant to this lawsuit
2 engaged in research and development in conjunction with Smith, Kline Beecham for the
3 development and marketing of testing and vaccines developed for the identification and prevention
4 of Hepatitis A.

5 13. On or about March 28, 1997, there was an outbreak of Hepatitis A announced in
6 Calhoun County, Michigan which was preliminarily associated with the serving of fresh salads and
7 strawberry shortcake desserts.

8 14. A&W manufacturers frozen processed strawberry products from a facility located in
9 San Diego, California.

10 15. Information was transmitted by the USDA to A&W that a frozen processed
11 strawberry product manufactured by A&W in San Diego was utilized by the Calhoun County
12 School System which served strawberry shortcake to its children approximately six weeks prior to
13 the Hepatitis A outbreak. Fred L. Williamson, immediately relayed this information to Ferro,
14 Chairman of the Board of A&W as well as to directors Miller and Kramer.

15 16. On or about March 28, 1997, A&W began a voluntary recall of its processed
16 strawberry product.

17 17. On or about April 1, 1997, Eptope at the direction of Ferro began issuing press
18 releases concerning the outbreak of Hepatitis A and the recalled strawberries by A&W. Subsequent
19 press releases by Eptope, Inc., initiated by Ferro, Kramer and Miller, incorrectly emphasized that
20 the A&W processed strawberry product manufactured in San Diego did not comply with the
21 requirements of the USDA for the School Lunch Program -- when in fact the product does comply
22 with the requirements of the USDA School Lunch Program.

23 18. Following the press releases initiated by Ferro, Miller and Kramer, the USDA, the
24 FDA, the FBI and the U.S. Attorney's office began investigating A&W for the alleged improper
25 sale of a foreign product into the USDA School Lunch Program. These investigations were
26 triggered in part by the press releases initiated by Directors Ferro, Miller and Kramer which alleged
27 wrongdoing on the part of A&W.

28 19. On or about April 2, 1996, Chairman of the Board of A&W, Ferro, requested the

1 resignation of the President, CEO and Director of A&W, Fred L. Williamson, and Fred L.
2 Williamson resigned.

3 20. Upon information and belief, Epitope, Inc. had retained the services of Rosenbaum
4 and Stoel Rives, to investigate the possibility of rescinding the December 12, 1996 stock purchase
5 by Epitope, Inc. following the February 1997 meeting of Epitope, Inc.'s Board of Directors and/or
6 Business Policy Committee wherein Epitope, Inc. notified A&W that it would not honor its
7 financial commitments to A&W.

8 21. Upon information and belief, Rosenbaum and Stoel Rives worked with Ferro, Miller
9 and Kramer on theories to sever the Epitope, Inc. relationship with A&W prior to April 1, 1997.

10 22. On or about April 1, 1997, Rosenbaum as a partner of Stoel Rives, traveled to the
11 San Diego Offices of A&W accompanied by Ferro, Miller and Kramer and began the representation
12 of A&W with regard to the investigation of A&W by the aforementioned agencies including the
13 FBI and the U.S. Attorney's office. During the weeks of April 1, and April 7, Rosenbaum acting as
14 counsel for A&W released documents of A&W to the FBI and the U.S. Attorney's office,
15 interviewed A&W employees, counseled A&W's management on duties with regard to the response
16 of potential subpoenas, testimony and interviews by the FBI and U.S. Attorney's office, and
17 negotiated directly on A&W's behalf with the U.S. Attorney's office.

18 23. During the representation of A&W by Rosenbaum and Stoel Rives in April of 1997,
19 these attorneys took the position that A&W frozen processed strawberry product did not qualify for
20 sale into the USDA School Lunch Program and that by the Act of selling said product to the
21 USDA, A&W committed a fraudulent act, when in fact, pursuant to the Buy American Act and the
22 U.S. Code of Federal Regulations, the A&W product is a manufactured food which is manufactured
23 in the United States and qualifies for sale both to the U.S. government and to the USDA, including
24 its school lunch program.

25 24. Also during the weeks of April 1 and April 7, 1997, Miller acted as CEO of A&W
26 and directed the activities of Rosenbaum and Stoel Rives and took direction from Ferro, and
27 directed the activities of Kramer with regard to A&W.

28 25. On or about April 7, 1997, at the direction of Ferro, Rosenbaum and Stoel Rives

1 filed an action in the Federal District Court for the District of Oregon, entitled *Epitope, Inc. v. Fred*
 2 *L. Williamson, Fred M. Williamson, Fred W. Andrew and Keith Andrew, defendants* alleging a
 3 complaint for rescission, fraud and securities violations. Notably, the allegations contained in the
 4 complaint, were gleaned by Rosenbaum while acting as counsel for A&W, reviewing the records of
 5 A&W and interviewing A&W's employees and from ongoing discussions with the U.S. Attorney's
 6 office and the FBI concerning the investigation of A&W.

7 26. Notably, the complaint drafted by Lois Rosenbaum at the direction of Ferro, alleged
 8 that A&W and the individual defendants knowingly filled USDA contracts with strawberries grown
 9 in Mexico and recounted transactions and history that could only have been learned while
 10 representing A&W during the last week of March and the first week of April, 1997.

11 27. Notably also is the fact that the allegations drafted by Lois Rosenbaum at the
 12 direction of Ferro, included facts and allegations that found their way directly and almost
 13 simultaneously into complaints filed in the States of Michigan, Oregon and California by civil
 14 claimants against A&W for alleged fraud, and ultimately found their way into an indictment drafted
 15 by the U.S. Attorney's Office against A&W and Fred L. Williams.

17 FIRST CAUSE OF ACTION

18 Breach of Fiduciary Duty Against All Defendants

19 28. Plaintiff reallege and incorporates by reference the allegations of paragraphs 1
 20 through 27.

21 29. Defendants, Ferro, Miller and Kramer, as officers and directors of A&W had a
 22 fiduciary duty to A&W and acted as trustees A&W.

23 30. Rosenbaum and Stoel Rives by reason of their representation of A&W had a
 24 fiduciary and trustee relationship with A&W and duties described by the California Code of
 25 Professional Responsibility to their client A&W.

26 31. During March, April and May of 1997, all defendants simultaneously had duties to
 27 Epitope, Inc., which created a conflict of interest for them in carrying out their fiduciary and trustee
 28 obligations to A&W.

32. During March, April and May of 1997, all defendants breached their fiduciary and trustee deed duties to A&W, by acting on behalf of the best interest of Epitope, Inc., by failing to recuse themselves from acting on behalf of A&W, and by taking actions on behalf of A&W to the detriment of A&W.

33. As a direct and consequential effect of the breach of their fiduciary and trustee duties to A&W, defendants caused A&W immediate losses in excess of \$5.7 million and consequential losses which are yet to be determined.

SECOND CAUSE OF ACTION

Intentional Misrepresentation Against All Defendants

34. Plaintiff hereby incorporates by references paragraphs 1 through 32, inclusive as though fully set forth herein.

35. Rosenbaum made representations to A&W, to the U.S. Attorney's office and the others as to a past or existing material fact. Rosenbaum represented herself to be Plaintiff's attorney during the investigation of A&W initiated by USDA, FDA and the U.S. Attorney's Office in March and April of 1997.

36. The representation was false; according to Rosenbaum herself, she is not and never has been Plaintiff's attorney.

37. Rosenbaum either knew the representation was false when made or made the representation recklessly without knowing whether it was true or false. Rosenbaum and Stoel Rives must have known whether or not she was Plaintiff's attorney should have been knowledgeable of the facts before making a statement as to her representation. Therefore, Rosenbaum and Stoel Rives either knew the statement was false or made it reckless without knowing the validity of the statement.

38. Defendants Ferro Miller and Kramer actively participated in the representations made by Rosenbaum and Kramer. They were false when made or made them recklessly.

39. Rosenbaum made the representation that she was counsel for A&W for purposes of inducing Plaintiff and the U.S. ATTORNEY's office to rely upon that representation and to act or

1 refrain from acting in reliance upon that representation. Upon information and belief, Rosenbaum
2 made statements for purposes of persuading plaintiff to allow its officers and directors to cooperate
3 with her in her investigation, to turn over confidential documents to her, to discuss confidential
4 matters openly with her and to refrain from obtaining other counsel.

5 40. Plaintiff was unaware of the falsity of the representation acted in reliance upon the
6 truth of the representation by Rosenbaum and Stoel Rives and justifiably relied upon the
7 representation. Plaintiff was unaware that Rosenbaum was not its attorney and allowed Rosenbaum
8 to conduct interviews of its officers and directors and provided her with access to confidential
9 documents based upon her statement that she was its attorney, and Plaintiff had no reason to know
10 or suspect was not its attorney.

11 41. As a result of the reliance upon the truth of the representations by Rosenbaum and
12 Stoel Rives, Plaintiff was damaged. If Plaintiff had not relied upon the representations and had been
13 informed that Rosenbaum and Stoel Rives was not its attorney, the information that found its way
14 into the complaint drafted by Rosenbaum and Stoel Rives on behalf of Epitope, Inc. and filed at the
15 Federal District Court for the District of Oregon on April 7, 1997 would not have been disclosed.
16 Further, Plaintiff would not have allowed Rosenbaum and Stoel Rives access to its documents and
17 would have retained counsel to represent A&W and to represent publicly that the A&W frozen
18 processed strawberry product sold by brokers to the USDA did comply with requirements of the
19 Federal Buy America Act and that Code of Federal Requirements for products sold to the USDA
20 for purposes of the School Lunch Program.

21 42. As a result of the intentional misrepresentation of Rosenbaum and Stoel Rives,
22 A&W was damages in the amount of \$5.7 million plus consequential damages yet to be
23 determined.

24 25 **THIRD CAUSE OF ACTION**

26 **Negligent Misrepresentation Against All Defendants**

27 43. Plaintiff hereby incorporates by reference in paragraphs 1 through 42, inclusive as
28 though fully set forth herein.

1 44. Defendants, Ferro, Miller, Kramer, Rosenbaum and Stoel Rives made
2 representations as to a past or existing material fact. They represented that they were acting on
3 behalf of A&W as officers and directors of A&W and attorneys for A&W respectively.

4 45. The representations made by these Defendants were untrue. According to
5 Rosenbaum herself, she and Stoel Rives is not and never was Plaintiff's attorney, and Ferro, Miller
6 and Kramer who gave direction to Rosenbaum and Stoel Rives were according to Rosenbaum,
7 acting as officers and/or directors of Epitope, Inc. Defendants made these representations without
8 any reasonable ground for believing them to be true, as Rosenbaum herself certainly must have
9 known whether or not she was Plaintiff's attorney and Ferro, Miller and Kramer must have known
10 whether or not they were acting on behalf of A&W or Epitope, Inc.

11 46. The statements made by these Defendants were made with the intent to induce
12 A&W to rely upon them and upon information and belief these Defendants made these untrue
13 representations for the purpose of persuading A&W to allow its officers and directors to cooperate
14 with her investigation, to provide privilege and confidential information from A&W to the attorneys
15 acting on behalf of Epitope, Inc. and to turn over confidential documents to her and to refrain from
16 separate counsel for A&W.

17 47. Plaintiff was unaware of the falsity of the representations made by these Defendants,
18 acted in reliance upon the truth of the representation and was justified in relying upon these
19 representations. Plaintiff was unaware that Rosenbaum and Stoel Rives was not its attorney and
20 that Ferro, Miller and Kramer were not acting as officers and directors of A&W while directing the
21 activities of Rosenbaum and Stoel Rives and while in the offices of A&W in San Diego, California
22 during the months of March, April and May of 1997.

23 48. As a result of the reliance by A&W upon the truth of the representations made by
24 these defendants, A&W was damaged in amounts to be proven at time of trial.

25
26 **FOURTH CAUSE OF ACTION**

27 **Conversion Against All Defendants**

28 49. Plaintiff hereby incorporates by reference paragraphs 1 through 44, inclusive as

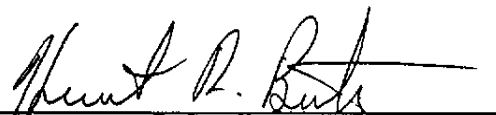
2. Punitive damages for counts 2 and 3 according to proof;
3. For reasonable attorneys' fees;
4. For costs of suit incurred; and
5. For such other and further relief as this Court deems proper and just.

Dated: April 7, 1998

Respectfully submitted,

LAW OFFICES OF MORGAN J.C. SCUDI

By:


Morgan J. C. Scudi
Attorneys for
Andrew & Williamson Sales Co., Inc.

JS44
(Rev. 03/79)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE SECOND PAGE OF THIS FORM.)

I (a) PLAINTIFFS

ANDREW & WILLIAMSON SALES COMPANY, INC.,
a California Corporation.

SAN DIEGO, CA

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF
(EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANTS

ADOLPH J. FERRO, MATTHEW KRAMER, GILBERT N. MILLER,
LOIS ROSENBAUM, STOLE RIVES

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, FILL IN THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Law Offices of Morgan J.C. Scudi
Morgan J.C. Scudi, Esq. (619) 558-1001
Kenneth Brutus, Esq.
5440 Morhouse Dr. Suite 4400, San Diego, CA

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION (PLACE AN X IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
☒ Federal Question
(U.S. Government Not a Party)
☐ 2 U.S. Government Defendant
☒ Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN X IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | PT | DEF | | PT | DEF |
|---|---------------------------------------|---------------------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input checked="" type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. CAUSE OF ACTION (CITE THE US CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY).

Breach of Fiduciary Duty, Intentional Misrepresentation, Negligent Misrepresentation, Conversion, Interference with Prospective Advantage

V. NATURE OF SUIT (PLACE AN X IN ONE BOX ONLY)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reappointment
<input type="checkbox"/> Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Annuity
<input type="checkbox"/> Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	PROPERTY RIGHTS	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 620 Copyrights	<input type="checkbox"/> 450 Commerce/ICC Rates/etc.
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	PERSONAL PROPERTY	<input type="checkbox"/> 640 RR & Truck	<input type="checkbox"/> 630 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 640 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 660 Occupational Safety/Health	SOCIAL SECURITY	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 153 Recovery of Overpayment of Veterans Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input checked="" type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 861 HIA (13958)	<input type="checkbox"/> 850 Securities/Commodities Exchange
<input type="checkbox"/> 160 Stockholders Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 385 Property Damage Product Liability	LABOR	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 875 Customer Challenge 12 USC
<input type="checkbox"/> Other Contract	<input type="checkbox"/> 360 Other Personal Injury		<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 195 Contract Product Liability			<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 892 Economic Stabilization Act
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 865 RSL (405(e))	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus	<input type="checkbox"/> 740 Railway Labor Act	FEDERAL TAX SUITS	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 530 General	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 900 Appeal of Free Determination Under Equal Access to Justice
<input type="checkbox"/> 240 Tort to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 540 Mandamus & Other			<input type="checkbox"/> 950 Constitutionality of State
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 550 Civil Rights			<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 290 All Other Real Property		<input type="checkbox"/> 555 Prisoner Conditions			

VI. ORIGIN (PLACE AN X IN ONE BOX ONLY)

- ☒ Original Proceeding ☐ 2 Removal from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER f.r.c.p. 23

DEMAND \$

Check YES only if demanded in complaint:

JURY DEMAND: ☒ YES ☐ NO

VIII. RELATED CASE(S) IF ANY (See Instructions): JUDGE

Docket Number

DATE 4/7/98

SIGNATURE OF ATTORNEY OF RECORD

Kenneth Brutus

#037730

[Signature]